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**UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DISTRICT**

DONE! VENTURES, LLC, a
 Delaware Limited Liability
 Company,

Plaintiff,

vs.

GENERAL ELECTRIC
 COMPANY, a New York
 Corporation; NBC UNIVERSAL,
 INC., a Delaware corporation;
 IVILLAGE, INC., a Delaware
 Corporation, and DOES 1 through
 10, inclusive,

Defendants.

Case No. 2:10-cv-04420-SJO-JC

**JOINT STIPULATION
 ALLOWING PLAINTIFF TO
 FILE ITS FIRST AMENDED
 COMPLAINT**

[Fed.R.Civ.P. 15(a)(2)]

[FILED CONCURRENTLY WITH
 [PROPOSED] ORDER]

Assigned to the Honorable S. James
 Otero

WHEREAS, plaintiff DONE! Ventures, LLC (hereinafter “DONE!” or
 “Plaintiff”) filed its Complaint in Los Angeles Superior Court on June 3, 2010

1 naming as defendants General Electric Company (hereinafter “GE”),
2 NBCUniversal Media, LLC (formerly known as NBCUniversal, Inc.)
3 (hereinafter “NBCUniversal”) and iVillage LLC (formerly known as iVillage,
4 Inc.) (hereinafter “iVillage”) (hereinafter collectively “the iVillage Defendants”);

5 WHEREAS, Plaintiff’s Complaint asserts four (4) causes of action against
6 the iVillage Defendants for: (1) Breach of Contract; (2) Specific Performance;
7 (3) Injunctive Relief; and (4) Declaratory Relief;

8 WHEREAS, on or about June 7, 2010, Plaintiff served the Summons and
9 Complaint on GE’s registered agent and NBCUniversal’s registered agent;

10 WHEREAS, on June 15, 2010, GE and NBCUniversal removed this case
11 to this Court;

12 WHEREAS, on July 7, 2010, Plaintiff stipulated to provide the iVillage
13 Defendants an extension until August 20, 2010 to respond to the initial
14 Complaint, in exchange for iVillage waiving service of summons pursuant to
15 Federal Rules of Civil Procedure (“Fed.R.Civ.P.”) Rule 4(d);

16 WHEREAS, on August 20, 2010, the iVillage Defendants filed a Motion
17 to Dismiss;

18 WHEREAS, on January 21, 2011, this Court denied the iVillage
19 Defendants’ Motion to Dismiss;

20 WHEREAS, on February 22, 2011, the iVillage Defendants filed their
21 Answer to Plaintiff’s initial Complaint;

22 WHEREAS, because the iVillage Defendants have already answered the
23 initial Complaint, Plaintiff cannot amend its Complaint without leave of Court;

24 WHEREAS, on April 1, 2011, iVillage propounded written discovery
25 upon Plaintiff that is not yet due;

26 WHEREAS, Plaintiff has filed a Motion for Leave to Amend the
27 Complaint that is scheduled to be heard on May 9, 2011;

28 WHEREAS, Plaintiff’s proposed First Amended Complaint asserts no new

1 claims for relief against the iVillage Defendants, but adds new claims against a
2 new party, defendant Sedo.com, LLC (hereafter "Sedo").

3 WHEREAS, in light of the early stage of this case, the nature of the
4 amendments, and the fact that leave to amend is liberally granted, Plaintiff has
5 requested, and the iVillage Defendants have agreed, subject to two conditions
6 described below, to allow Plaintiff to file its proposed First Amended Complaint,
7 thereby making Plaintiff's Motion for Leave to Amend the Complaint moot.

8 WHEREAS, the iVillage Defendants' stipulation to allow the filing of the
9 First Amended Complaint is subject to two conditions, both of which Plaintiff
10 has agreed to: (1) Because the First Amended Complaint asserts no new claims
11 for relief against the iVillage Defendants, it is agreed that the iVillage
12 Defendants' Answer filed on February 22, 2011 to the initial Complaint shall be
13 deemed sufficient to controvert all of the allegations of the First Amended
14 Complaint against each of the iVillage Defendants, and (2) Because the written
15 discovery served by iVillage on April 1, 2011 included discovery requests and
16 interrogatories that expressly reference and quote certain express allegations
17 contained in Plaintiff's initial Complaint, Plaintiff has agreed that it will respond
18 to iVillage's pending discovery as if the initial Complaint was still the operative
19 pleading in the case.

20 THEREFORE, IT IS HEREBY STIPULATED, by and between the
21 undersigned counsel for the iVillage Defendants and Plaintiff, and subject to the
22 Court's Order as follows:

23 1. Plaintiff's Proposed First Amended Complaint shall be filed and will be
24 deemed served on the iVillage Defendants as of the date this Court enters an
25 Order permitting Plaintiff to file the First Amended Complaint;

26 2. Because the First Amended Complaint asserts no new claims for relief
27 against the iVillage Defendants, the Answer filed by the iVillage Defendants on
28 February 22, 2011 to the initial Complaint shall be deemed sufficient to

1 controvert all of the allegations of the First Amended Complaint against each of
2 the iVillage Defendants;

3 3. Because the written discovery served by iVillage on April 1, 2011
4 included discovery requests and interrogatories that expressly reference and
5 quote certain express allegations contained in Plaintiff's initial Complaint,
6 Plaintiff shall respond to iVillage's pending discovery as if the initial Complaint
7 was still the operative pleading in the case; and

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